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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

DAVID COUCH, Sr., et al.,

Plaintiffs,

vs.

STATE OF CALIFORNIA, et al.,

Defendants.

Case No.: **2:24-cv-00481-TLN-AC**

*[Honorable Troy L. Nunley
Magistrate Judge Allison Claire]*

**JOINT STIPULATION FOR A
PROTECTIVE ORDER**

DISCOVERY MATTER

1
2 DATED: March 25, 2025

DEAN GAZZO ROISTACHER LLP

3 By: /s/
4 Lee H. Roistacher
5 *Attorneys for Defendants CHP and RYAN*
6 *CATES*

7 DATED: March 25, 2025

PORTER | SCOTT
A PROFESSIONAL CORPORATION

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9 By: /s/
10 John R. Whitefleet
11 *Attorneys for Defendant County of Shasta*
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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

DAVID COUCH, Sr., and JEANELLE
COUCH; both individually and as
successors in interest to DAVID
COUCH, Jr. Decedent

Plaintiff,

v.

STATE OF CALIFORNIA, by and
through CALIFORNIA HIGHWAY
PATROL; RYAN CATES; SHASTA
COUNTY; and DOES 1-20, inclusive

Defendant.

Case No.: 2:24-cv-00481-TLN-AC

[*Honorable Troy L. Nunley*
Magistrate Judge Allison Claire]

**STIPULATED
PROTECTIVE ORDER**

DISCOVERY MATTER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 141 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. GOOD CAUSE STATEMENT

Pursuant to Federal Rule of Civil Procedure 26(c), the Court recognizes that pre-trial discovery in this case is likely to include the production of information and/or documents that are confidential and/or privileged including the production of information and/or documents which the Court agrees includes: (1) Personal data, including but not limited to social security numbers and similar sensitive identifying information, marital status, family members, educational and employment history, home addresses, or similar information; (2) Medical and/or mental health history; and (3) Autopsy Reports and Photographs. *See Sanchez v. City of Santa Ana*, 936 F.2d 1027, 1033 (9th Cir. 1990); *see also Kerr v. United States Dist. Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394 (1976). Further, the Court recognizes that discovery may require the production of certain law enforcement records, policies, and procedures not available to the public and the public disclosure of which could comprise officer safety, raise security issues, and/or impede investigations.

Public disclosure of such material may pose a substantial risk of embarrassment, oppression and/or physical harm to the individuals whose Confidential Information is disclosed. Accordingly, good cause exists for entry of this Protective Order to facilitate pre-trial disclosure while assuring the safety of these sensitive disclosures. *See Fed. R. Civ. Proc. 26(c)*.

3. DEFINITIONS

3.1 Challenging Party: a Party that challenges the designation of information or items under this Order.

3.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

3.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

1 3.4 Designating Party: a Party or Non-Party that designates information or
2 items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL.”

4 3.5 Disclosure or Discovery Material: all items or information, regardless of
5 the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced or
7 generated in disclosures or responses to discovery in this matter.

8 3.6 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
10 expert witness or as a consultant in this action.

11 3.7 House Counsel: attorneys who are employees of a party to this action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 3.8 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 3.9 Outside Counsel of Record: attorneys who are not employees of a party
17 to this action but are retained to represent or advise a party to this action and have
18 appeared in this action on behalf of that party or are affiliated with a law firm which
19 has appeared on behalf of that party.

20 3.10 Party: any party to this action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 3.11 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this action.

25 3.12 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 3.13 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL.”

3 3.14 Receiving Party: a Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5 4. SCOPE

6 The protections conferred by this Stipulation and Order cover not only
7 Protected Material (as defined above), but also (1) any information copied or extracted
8 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
9 Protected Material; and (3) any testimony, conversations, or presentations by Parties
10 or their Counsel that might reveal Protected Material. However, the protections
11 conferred by this Stipulation and Order do not cover the following information: (a)
12 any information that is in the public domain at the time of disclosure to a Receiving
13 Party or becomes part of the public domain after its disclosure to a Receiving Party as
14 a result of publication not involving a violation of this Order, including becoming part
15 of the public record through trial or otherwise; and (b) any information known to the
16 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
17 disclosure from a source who obtained the information lawfully and under no
18 obligation of confidentiality to the Designating Party. Any use of Protected Material at
19 trial shall be governed by a separate agreement or order.

20 5. DURATION

21 Once a case proceeds to trial, all the information and documents used during
22 trial that was designated as confidential or maintained under this Order becomes
23 public and will be presumptively available to all members of the public, including the
24 press, unless the trial judge finds compelling reasons to proceed otherwise. *See*
25 *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
26 (distinguishing “good cause” showing for sealing documents produced in discovery
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1 from “compelling reasons” needed for merits-related documents). Accordingly, the
2 terms of this Order do not extend beyond the beginning of trial.

3 Even after final disposition of this litigation, the confidentiality obligations
4 imposed by this Order shall remain in effect until a Designating Party agrees
5 otherwise in writing or a court order otherwise directs. Final disposition shall be
6 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or
7 without prejudice; and (2) final judgment herein after the completion and exhaustion
8 of all appeals, rehearings, remands, trials, or reviews of this action, including the time
9 limits for filing any motions or applications for extension of time pursuant to
10 applicable law.

11 6. DESIGNATING PROTECTED MATERIAL

12 6.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under this
14 Order must take care to limit any such designation to specific material that qualifies
15 under the appropriate standards. The Designating Party must designate for protection
16 only those parts of material, documents, items, or oral or written communications that
17 qualify – so that other portions of the material, documents, items, or communications
18 for which protection is not warranted are not swept unjustifiably within the ambit of
19 this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations
21 that are shown to be clearly unjustified or that have been made for an improper
22 purpose (e.g., to unnecessarily encumber or retard the case development process or to
23 impose unnecessary expenses and burdens on other parties) expose the Designating
24 Party to sanctions.

25 If it comes to a Designating Party’s attention that information or items that it
26 designated for protection do not qualify for protection, that Designating Party must
27 promptly notify all other Parties that it is withdrawing the mistaken designation.

28 6.2 Manner and Timing of Designations. Except as otherwise provided in

1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
3 under this Order must be clearly so designated before the material is disclosed or
4 produced.

5 Designation in conformity with this Order requires:

6 (a) For information in documentary form (e.g., paper or electronic
7 documents, but excluding transcripts of depositions or other pretrial or trial
8 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each
9 page that contains protected material. If only a portion or portions of the material on a
10 page qualifies for protection, the Producing Party also must clearly identify the
11 protected portion(s) (e.g., by making appropriate markings in the margins).

12 A Party or Non-Party that makes original documents or materials available for
13 inspection need not designate them for protection until after the inspecting Party has
14 indicated which material it would like copied and produced. During the inspection and
15 before the designation, all of the material made available for inspection shall be
16 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
17 it wants copied and produced, the Producing Party must determine which documents,
18 or portions thereof, qualify for protection under this Order. Then, before producing the
19 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend
20 to each page that contains Protected Material. If only a portion or portions of the
21 material on a page qualifies for protection, the Producing Party also must clearly
22 identify the protected portion(s) (e.g., by making appropriate markings in the
23 margins).

24 (b) for testimony given in deposition or in other pretrial or trial
25 proceedings, that the Designating Party identify on the record, before the close of the
26 deposition, hearing, or other proceeding, all protected testimony.

27 (c) for information produced in some form other than documentary
28 and for any other tangible items, that the Producing Party affix in a prominent place

1 on the exterior of the container or containers in which the information or item is stored
2 the legend “CONFIDENTIAL.” If only a portion or portions of the information or
3 item warrant protection, the Producing Party, to the extent practicable, shall identify
4 the protected portion(s). For electronically stored and transmitted files, the
5 Designating Party must include in the file name the “Confidential” designation. Any
6 party reproducing electronically stored and transmitted materials (e.g., printing copies)
7 not already designated “Confidential” shall label the material “Confidential” before
8 using or transmitting the material.

9 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive the
11 Designating Party’s right to secure protection under this Order for such material.
12 Upon timely correction of a designation, the Receiving Party must make reasonable
13 efforts to assure that the material is treated in accordance with the provisions of this
14 Order.

15 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 7.1 Timing of Challenges. Any Party may challenge a designation of
17 confidentiality at any time. Unless a prompt challenge to a Designating Party’s
18 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
19 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
20 Party does not waive its right to challenge a confidentiality designation by electing not
21 to mount a challenge promptly after the original designation is disclosed.

22 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
23 resolution process by providing written notice of each designation it is challenging
24 and describing the basis for each challenge. To avoid ambiguity as to whether a
25 challenge has been made, the written notice must recite that the challenge to
26 confidentiality is being made in accordance with this specific paragraph of the
27 Protective Order. The parties shall attempt to resolve each challenge in good faith and
28 must begin the process by conferring directly (in voice to voice dialogue; other forms

of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

7.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the parties shall file a Joint Discovery Dispute Statement under Eastern District Local Rule 230 and 251 (and in compliance with Eastern District Local Rules 141 and 141.1, if applicable). Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party

1 must comply with the provisions of section 14 below (FINAL DISPOSITION).

2 Protected Material must be stored and maintained by a Receiving Party at a
3 location and in a secure manner that ensures that access is limited to the persons
4 authorized under this Order.

5 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
6 otherwise ordered by the court or permitted in writing by the Designating Party, a
7 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
8 only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
10 as employees of said Outside Counsel of Record to whom it is reasonably necessary
11 to disclose the information for this litigation and who have signed the
12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
13 A;

14 (b) the officers, directors, and employees (including House Counsel) of the
15 Receiving Party to whom disclosure is reasonably necessary for this litigation and
16 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (c) Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this litigation and who have signed the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants,
22 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
23 for this litigation and who have signed the “Acknowledgment and Agreement to Be
24 Bound” (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is
26 reasonably necessary and who have signed the “Acknowledgment and Agreement to
27 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
28 by the court. Pages of transcribed deposition testimony or exhibits to depositions

1 that reveal Protected Material must be separately bound by the court reporter and
2 may not be disclosed to anyone except as permitted under this Stipulated Protective
3 Order.

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information.

6 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
7 OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this action as
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification
12 shall include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order
14 to issue in the other litigation that some or all of the material covered by the
15 subpoena or order is subject to this Protective Order. Such notification shall include
16 a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order shall not produce any information designated in this
21 action as “CONFIDENTIAL” before a determination by the court from which the
22 subpoena or order issued, unless the Party has obtained the Designating Party’s
23 permission. The Designating Party shall bear the burden and expense of seeking
24 protection in that court of its confidential material – and nothing in these provisions
25 should be construed as authorizing or encouraging a Receiving Party in this action
26 to disobey a lawful directive from another court.

27 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
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1 IN THIS LITIGATION

2 (a) The terms of this Order are applicable to information produced by a
3 Non-Party in this action and designated as “CONFIDENTIAL.” Such information
4 produced by Non-Parties in connection with this litigation is protected by the
5 remedies and relief provided by this Order. Nothing in these provisions should be
6 construed as prohibiting a Non-Party from seeking additional protections.

7 (b) In the event that a Party is required, by a valid discovery request, to
8 produce a Non-Party’s confidential information in its possession, and the Party is
9 subject to an agreement with the Non-Party not to produce the Non-Party’s
10 confidential information, then the Party shall:

11 (1) promptly notify in writing the Requesting Party and the Non-
12 Party that some or all of the information requested is subject to a confidentiality
13 agreement with a Non-Party;

14 (2) promptly provide the Non-Party with a copy of the Stipulated
15 Protective Order in this litigation, the relevant discovery request(s), and a
16 reasonably specific description of the information requested; and

17 (3) make the information requested available for inspection by the
18 Non-Party.

19 (c) If the Non-Party fails to object or seek a protective order from this
20 court within 14 days of receiving the notice and accompanying information, the
21 Receiving Party may produce the Non-Party’s confidential information responsive
22 to the discovery request. If the Non-Party timely seeks a protective order, the
23 Receiving Party shall not produce any information in its possession or control that is
24 subject to the confidentiality agreement with the Non-Party before a determination
25 by the court. Absent a court order to the contrary, the Non-Party shall bear the
26 burden and expense of seeking protection in this court of its Protected Material.

27 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed

Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

1 13.3 Filing Protected Material. Without written permission from the
2 Designating Party or a court order secured after appropriate notice to all interested
3 persons, a Party may not file in the public record in this action any Protected Material.
4 A Party that seeks to file under seal any Protected Material must comply with Civil
5 Local Rule 141. Protected Material may only be filed under seal pursuant to a court
6 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
7 Civil Local Rule 141, a sealing order will issue only upon a request establishing that
8 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
9 entitled to protection under the law. If a Receiving Party's request to file Protected
10 Material under seal pursuant to Civil Local Rule 141(b) is denied by the court, then
11 the Receiving Party may file the information in the public record pursuant to Civil
12 Local Rule 141(e)(1) unless otherwise instructed by the court.

13 14. FINAL DISPOSITION

14 Within 90 days after the final disposition of this action, as defined in
15 paragraph 5, upon written notification served by Producing or Designating Party,
16 each Receiving Party must return all Protected Material to the Producing Party or
17 destroy such material. As used in this subdivision, “all Protected Material” includes
18 all copies, abstracts, compilations, summaries, and any other format reproducing or
19 capturing any of the Protected Material. Whether the Protected Material is returned
20 or destroyed, the Receiving Party must submit a written certification to the
21 Producing Party (and, if not the same person or entity, to the Designating Party) by
22 the 90 day deadline that (1) identifies (by category, where appropriate) all the
23 Protected Material that was returned or destroyed and (2) affirms that the Receiving
24 Party has not retained any copies, abstracts, compilations, summaries or any other
25 format reproducing or capturing any of the Protected Material. Notwithstanding this
26 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
27 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
28 deposition and trial exhibits, expert reports, attorney work product, and consultant

1 and expert work product, even if such materials contain Protected Material. Any
2 such archival copies that contain or constitute Protected Material remain subject to
3 this Protective Order as set forth in Section 5 (DURATION).

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5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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7 DATED: March 25, 2025

**LAW OFFICES OF DALE K. GALIPO
GRECH, PACKER, & HANKS**

9 By: /s/
10 Dale K. Galipo, Esq.
11 Marcel F. Sincich, Esq.
12 Trenton C. Packer, Esq.
Attorneys for Plaintiff DAVID COUCH, Sr.

13 DATED: March 25, 2025

SINGLETON SCHREIBER, LLP

14 By: /s/
15 Kimberly S. Trimble, Esq.
16 *Attorneys for Plaintiff* JEANELLE COUCH

17 DATED: March 25, 2025

DEAN GAZZO ROISTACHER LLP

18 By: /s/
19 Lee H. Roistacher
20 *Attorneys for Defendants* CHP and RYAN
21 CATES

22 DATED: March 25, 2025

**PORTER | SCOTT
A PROFESSIONAL CORPORATION**

24 By: /s/
25 John R. Whitefleet
26 *Attorneys for Defendant County of Shasta*

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28 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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DATED: _____

ALLISON CLAIRE
United States District/Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Northern District of
California on _____ [date] in the case of *Couch et al v. State of*
California et al, Case No. 2:24-cv-00481-TLN-AC. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.
I further agree to submit to the jurisdiction of the United States District Court for the
Northern District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____